



2020 E. Orangethorpe Ave. Fullerton, CA 92831 714.680.3800

CALIFORNIA

BAY PARK

CATHEDRAL CITY

CERRITOS

CHULA VISTA

CORONA

COSTA MESA

EL CAJON

ENCINITAS

ESCONDIDO

FULLERTON

GLENDALE

HEMET

HUNTINGTON BEACH

LA HABRA

LAGUNA NIGUEL

LAWDALE

LAS VEGAS

LONG BEACH

LOS ANGELES

MISSION HILLS

MISSION VIEJO

MODESTO

MORENO VALLEY

ONTARIO

ORANGE

OXNARD

PALM DESERT

PASADENA

RANCHO CORDOVA

RANCHO CUCAMONGA

RIVERSIDE

SAN BERNARDINO

SAN DIEGO

SAN DIMAS

SAN JUAN CAPISTRANO

SANTA BARBARA

SANTA CLARITA

SHERMAN OAKS

STANTON

TEMECULA

TUSTIN

VISTA

WEST COVINA

WOODLAND HILLS

NEVADA

SUMMERLIN

February 28, 2019

Kim Muratore
U.S. EPA
Region 9
75 Hawthorne Street
San Francisco, CA 94105

RE: L. Henning Information Request, Letter Dated December 14, 2018

Dear Ms. Muratore:

Unfortunately, due to a need to change consulting firms in the Santa Ana Regional Water Board review of the Vista Paint property from Farallon to Frey Engineering, we have not been able to complete the information for the EPA information request. We would like to request an extension to April 30, 2019. We will also update you on all completed responses at the end of March, if you feel this will be helpful.

I have attached to this letter our responses to the first 14 questions and any corresponding exhibits. The remainder of the questions will need input or review by our Environmental Consultants at Frey Engineering.

On all correspondence, please email me and provide both e-mail and hard copies to Rachelle Singer (rsinger@vistapaint.com) and Mr. Fischer's assistant, Devon Atkinson (datkinson@vistapaint.com). Hard copies to be mailed to Vista Paint Corporation, 2020 East Orangethorpe Avenue, Suite 210, Fullerton, CA 92831.

Thank you.

Cordially,

John H. Long
Vista Paint Corporation
714.797.2796
Jhl2745@cox.net

ENCLOSURESSent Certified, Return Receipt, Regular mail and email (muratore.kim@epa.gov)Email: Devon Atkinson (datkinson@vistapaint.com)Rachelle Singer (rsinger@vistapaint.com)Evan Privet (evanprivett@freyinc.com)

Responses
Updated 2019.02.28

1. State the full legal name, address, telephone number, email address, and position(s) held by any individual answering any of these questions on behalf of Vista Paint Corporation ("the Company").

A. John Long

- a. Address: **PRVY-Controlled/Privacy**
- b. Phone: 714.797.2796
- c. Email: jhl2745@cox.net
- d. Position Titles:
- e. Stores and Sales Control Manager 2001 – 2012
- f. Environmental Compliance Manager 2005 – 2012
- g. Director Environmental Health and Safety & Loss Prevention 2012 – 2018
- h. Consultant – Vista Paint – Part Time 2018 – current

B. Jane Duval

- a. Address: 2020 East Orangethorpe Ave., Suite 210, Fullerton, CA 92831
- b. Phone: 714.680.3800 x 212
- c. Email: jduval@vistapaint.com
- d. Position Titles: Director - Human Resources

2. Identify the dates the Company, under any of its current or former business structures, owned and/or operated the facility located at 2020 East Orangethorpe Avenue, Fullerton California (the "Facility").

Vista Paint Corporation does not own, but currently leases the site located at 2020 East Orangethorpe Avenue, Fullerton, CA. 92831

Eddie R. Fischer purchased the site from C. L. & Esther M. Fender on May 18, 1979. At the time of purchase, no structures existed on the site. A copy of the grant deed and description is attached as exhibit 2-1.

On July 5, 2012, the property was transferred by Eddie R. Fischer, dba Le Baron Investments, to the Eddie R. Fischer Revocable Trust established under agreement originally dated January 24, 1975. . A copy of the trust transfer deed and description is attached as exhibit 2-2.

The property has been under lease to Vista Paint Corporation since September 1, 1981 to current date. A copy of the first page of the lease is attached as exhibit 2-3.

3. Identify the individuals who are or were responsible for environmental matters at the Facility during its operation at this address. For each individual responsible for environmental matters, provide his/her full name, current or last known address, current or last known telephone number, position titles, and the dates the individual held such positions.

A. Jerome Fischer

- a. Address: 2020 East Orangethorpe Ave., Suite 210, Fullerton, CA 92831
- b. Phone: 714.680.3800 x 242
- c. Position Titles: Vice President - Manufacturing
- d. Employment Years: 1971 - Present

B. Hamid Pourshirazi

- a. Address: 2020 East Orangethorpe Ave., Suite 210, Fullerton, CA 92831
- b. Phone: 714.680.3800 x 241
- c. Position Titles: Technical Director
- d. Employment Years: 1990 - Present

C. John Long

- a. Address: PRVY-Controlled/Privacy
- b. Phone: 714.797.2796
- c. Position Titles:
 - i. Stores and Sales Control Manager 2001 – 2012
 - ii. Environmental Compliance Manager 2005 - 2012
 - iii. Director Environmental Health and Safety & Loss Prevention 2012 – 2018
 - iv. Consultant – Vista Paint – Part Time 2018 – current
 - v. Employment Years: 2001 – current

D. Derek Marin

- a. Address: 2020 East Orangethorpe Ave., Suite 210, Fullerton, CA 92831
- b. Phone: 714.680.3800 x 363
- c. Position Titles: Director – Corporate Environmental Health and Safety
- d. Employment Years: 2018 - current

E. Francis Bautista

- a. Address: 2020 East Orangethorpe Ave., Suite 210, Fullerton, CA 92831
- b. Phone: 714.680.3800 x323
- c. Position Titles:
 - i. Interim Plant Manager 2015 – 2016
 - ii. Plant Manager 2016 - Current

d. Employment Years: 2015 - Present

F. Graham Swann (Deceased)

- a. Address:** PRVY-Controlled/Privacy
- b. Phone:** Unknown
- c. Position Titles:** Plant Manager
- d. Employment Years:** 2004 - 2016

G. William (Bill) Dow (Deceased)

- a. Address:** Unknown
- b. Phone:**
- c. Position Titles:** Plant Manager
- d. Employment Years:** 2002 - 2004

H. Jim Jardine

- a. Address:** PRVY-Controlled/Privacy
- b. Address 2:** PRVY-Controlled/Privacy
- c. Phone:** Unknown
- d. Position Titles:** Director of Manufacturing & Distribution
- e. Employment Years:** 1998 – 2003

I. Roy Robinson

- a. Address:** PRVY-Controlled/Privacy
- b. Phone:** Unknown
- c. Position Titles:**
- d. Production Manager – Approx. 1989 – 1998**
- e. Equipment Manager – Approx. 1998 – 2007**
- f. Employment Years:** 1989 - 2007

J. David Leahy

- a. Address:** PRVY-Controlled/Privacy
- b. Phone:** 818.564.1303
- c. Position Titles:** Safety & Security Manager
- d. Employment Years:** 1997 – 2000

K. H. Scott Washburn

- a. Address:** Unknown
- b. Phone:** Unknown
- c. Position Titles:** Safety Manager (exact title unknown)
- d. Employment Years:** Approx. 1990 – 1997

- 4. Identify all current and former employees who have knowledge of the Company's operations at the Facility that relate to the creation, use, storage, or disposal of PCE, TCE, 1,1, 1-TCA, 1,1-DCE, 1,4-dioxane, or perchlorate. This includes individuals whose job functions included operations that utilized or generated these hazardous substances, or**

who were responsible for storing/filling/ disposing of hazardous substances and/or wastes containing the above-identified chemicals. For each individual, provide his/her full name, current or last known address, current or last known telephone number, position title, and the dates the individual held such position.

See response 3 above.

5. Identify all current and former employees who have knowledge of the Company's operations at the Facility that relate to the physical layout of each operational area of the Facility, who could explain the day-to-day flow of the operations, or who know the location of physical features such as clarifiers, degreasers, and above- and below- ground storage tanks. For each individual, provide his/her full name, current or last known address, current or last known telephone number, position title, and the dates the individual held such position.

See response 3 above.

6. Explain the Company's present corporate status (e.g., active, suspended, defunct, merged, dissolved) as well as its operational status (e.g., whether and where business operations are currently occurring).

Vista Paint Corporation's corporate status is currently active and operating at 2020 East Orangethorpe Avenue, Fullerton, CA. 92831.

7. Provide the date and in which State the Company was incorporated, formed, or organized.

The Vista Paint Corporation was incorporated in the state of California on July 20, 1960. The certificate of status for a domestic corporation is attached as exhibit 7-1.

8. Identify the business structure (e.g., sole proprietorship, general partnership, limited partnership, joint venture, or corporation) under which the Company currently exists or operates, and identify each business structure under which it existed or operated while at the Facility location. For each business structure and name under which the Company has existed or operated at the Facility, provide the corresponding dates that it existed or operated under that business structure and name.

Vista Paint Corporation has operated as a Corporation at all times. It has occupied the site located at 2020 East Orangethorpe Avenue, Fullerton, CA. 92831 since 1981.

9. If the Company operated at the Facility as a subsidiary, division, or other business unit, provide this information and identify where it fits into the larger company's structural organization.

Not applicable

10. If the Company is now using or has ever used a fictitious business name while operating at the Facility, identify the fictitious names and the owners of each fictitious name.

The Company has not operated or used any fictitious business names while operating at this Facility.

11. If the Company sold the Facility property, provide the date on which the Facility property was sold and the person or entity to whom it was sold. To the extent known, indicate whether you understand whether the buyer planned to continue the same, or similar business operations at the Facility as that conducted by the Company. To the extent you are aware, include any information regarding changes planned by the buyer regarding operations that involve the use, storage, or disposal of PCE, TCE, 1,1-DCE, 1,1,1-TCA, 1,4-dioxane, or perchlorate (e.g., plans to add or dismantle clarifiers, change the types of solvents being used).

Not applicable.

12. If the Facility was operated by other parties prior to the Company's operations, identify the prior operators and describe those previous operations to the extent known. Describe any changes made to operations by the Company after it began operating at the Facility that changed (either increases or decreases) the use or disposal of PCE, TCE, 1,1-DCE, 1,1,1-TCA, 1,4-dioxane, or perchlorate:

Not applicable.

13. For any period of time in which the Company owned the Facility under any of its current or former business structures and leased the Facility, provide the name, address, and phone number of any tenants and/or lessees.

Not applicable.

14. For any period of time in which the Company under any of its current or former business structures operated at, but did not own, the Facility, provide the name, address, and phone number of the Facility's owner and/or lessor.

The facility phone number for the owner, Eddie R. Fischer Revocable Trust, dated January 24, 1975 is 714.680.3812 x203.

EXHIBIT 2-1

BK

29902

\$4.00

RECORDED AT REQUEST OF
AMERICAN TITLE COMPANY
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA

8:00 A.M. MAY 22 1979

LEE A. BRANCH, County Recorder

RECORDING REQUESTED BY
American Title Co.
AND WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN
BELOW MAIL TAX STATEMENT TO:Name
Eddie R. Fischer
Street
8610 Central Avenue
City & State
Stanton, CA 90680

MAIL TAX STATEMENTS TO

Name
Eddie R. Fischer
Street
8610 Central Avenue
City & State
Stanton, CA 90680SURVEY
MON. FUND
FEE \$10.00TITLE ORDER NO. 20-07071-28 EGRESS NO.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

- DOCUMENTARY TRANSFER TAX is \$ 0 *no consideration*
- ☐ computed on full value of property conveyed, or
- ☒ computed on full value less value of liens or encumbrances remaining at time of sale.
- ☐ unincorporated area ☒ city of FULLERTON AND

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

C. L. Fender and Esther M. Fender, as joint tenants

hereby GRANT(s) to

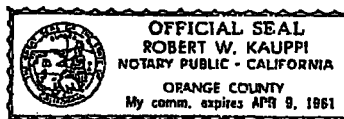
Eddie R. Fischer, dba Le Baron Investments

the following described real property in the City of Fullerton
County of Orange, State of California:

Approximately 5.123 acres as described in Exhibit A, attached.

*Le Baron Investments
May 13/79 by 775*Dated MAY 18, 1979STATE OF CALIFORNIA } ss.
COUNTY OF ORANGEOn MAY 18, 1979 before me, the
undersigned, a Notary Public in and for said State, personally
appearedC. L. FENDER
ESTHER M. FENDERknown to me to
be the person(s) whose names ARE subscribed
to the within instrument and acknowledged that THEY
executed the same.

WITNESS my hand and official seal.

Signature [Signature]
NOTARY PUBLIC IN AND FOR SAID STATE

204 N. Euclid, Fullerton, CA 92632

(This area for official notarial seal)

EXHIBIT 2-1

DESCRIPTION

That portion of the East 10 acres of the North 20 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 4 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, as said Section is shown on a map recorded in book 51, page 10, Miscellaneous Maps, in the office of the county recorder of said Orange County, California, described as follows:

Beginning at a point 10 feet East of the Northwest corner of said East 10 acres; thence East 347.10 feet to the Northwest corner of the land conveyed to Trent Tube Company, a corporation, by deed recorded March 18, 1957 in book 3839, page 285, Official Records; thence South along the West line of said land 561 feet; thence East along the South line of said land 303 feet to the East line of said East 10 acres; thence South 99 feet to the South line of said East 10 acres; thence West 650.10 feet; thence North 660 feet to the point of beginning.

EXCEPT THEREFROM that portion thereof conveyed to the Orange County Flood Control District by deed recorded December 16, 1958 in book 4517, page 464, Official Records.

RECORDING REQUESTED BY:
EDDIE R. FISCHER

AND WHEN RECORDED MAIL THIS
DEED AND TAX STATEMENTS TO:

EDDIE R. FISCHER
LE BARON INVESTMENTS
2020 E. ORANGETHORPE AVE., #210
FULLERTON, CA 92831-5327

Recorded in Offi
Tom Daly, Clerk



2012000506456 3:28 pm 08/30/12

276 422 G02 2
0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

EXHIBIT 2-2

TRUST TRANSFER DEED

APN: 073-131-05

QUITCLAIM DEED (Excluded from Reappraisal Under Proposition 13, i.e. Calif. Const. Art. 13A, Sec. 1 et seq.)

The undersigned Grantor declares under penalty of perjury that the following is true and correct:

THERE IS NO CONSIDERATION FOR THIS TRANSFER.

The undersigned declares that the documentary transfer tax is: -0- and is exempt from tax under R & T Section 11930 because: This conveyance transfers an interest into or out of a revocable living trust, and is as follows:

Eddie R. Fischer, dba Le Baron Investments

Do(es) hereby Remise, Release and Forever Quitclaim to

EDDIE R. FISCHER and his successors, as Trustees of the EDDIE R. FISCHER REVOCABLE TRUST, established under agreement originally dated January 24, 1975.

The following described real property in the City of Fullerton, County of Orange, State of California:

APPROXIMATELY 5.123 ACRES AS DESCRIBED IN EXHIBIT "A", ATTACHED.

Property commonly known as: 2020 E. Orangethorpe Avenue, Fullerton, CA 92831-5327.

Dated: July 5, 2012

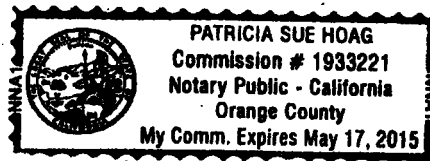
State of California)
) ss.
County of Orange)

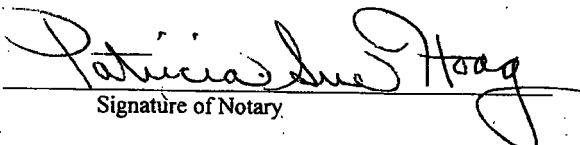

Eddie R. Fischer, dba Le Baron Investments

On July 5, 2012, before me, Patricia Sue Hoag, a notary public, personally appeared Eddie R. Fischer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary

(Seal)

EXHIBIT 2-2

EXHIBIT "A"

DESCRIPTION

That portion of the East 10 acres of the North 20 acres of the Northwest quarter of the Northeast quarter of Section 2, Township 4 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, in the City of Fullerton, County of Orange, State of California, as said Section is shown on a map recorded in book 51, page 10, Miscellaneous Maps, in the office of the county recorder of said Orange County, California, described as follows:

Beginning at a point 10 feet East of the Northwest corner of said East 10 acres; thence East 347.10 feet to the Northwest corner of the land conveyed to Trent Tube Company, a corporation, by deed recorded March 18, 1957 in book 3839, page 285, Official Records; thence South along the West line of said land 561 feet; thence East along the South line of said land 303 feet to the East line of said East 10 acres; thence South 99 feet to the South line of said East 10 acres; thence West 650.10 feet; thence North 660 feet to the point of beginning.

EXCEPT THEREFROM that portion thereof conveyed to the Orange County Flood Control District by deed recorded December 16, 1958 in book 4517, page 464, Official Records.

STANDARD INDUSTRIA

EXHIBIT 2-3

AMERICAN INDUSTRIAL REAL ES



1. Parties. This Lease, dated, for reference purposes only, Sept. 1, 1981, is made by and between Le Baron Investments

and Vista Paint Corporation (herein called "Lessor")

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Orange State of California commonly known as 2000-2030 E. Orangethorpe Avenue, Fullerton and described as 89,984 SF concrete tilt-up building

Said real property including the land and all improvements therein, is herein called "the Premises".

3. Term.

3.1 Term. The term of this Lease shall be for Five(5) years commencing on Sept. 1, 1981 and ending on June 30, 1986 unless sooner terminated pursuant to any provision hereof.

3.2 Delay in Possession. Notwithstanding said commencement date, if for any reason Lessor cannot deliver possession of the Premises to Lessee on said date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case, Lessee shall not be obligated to pay rent until possession of the Premises is tendered to Lessee, provided, however, that if Lessor shall not have delivered possession of the Premises within sixty (60) days from said commencement date, Lessee may, at Lessee's option, by notice in writing to Lessor within ten (10) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder, provided further, however, that if such written notice of Lessee is not received by Lessor within said ten (10) day period, Lessee's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

3.3 Early Possession. If Lessee occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial monthly rates set forth below.

4. Rent. Lessee shall pay to Lessor as rent for the Premises, monthly payments of \$ 12,500.00 in advance, on the 1st day of each month of the term hereof. Lessee shall pay Lessor upon the execution hereof \$ 12,500.00 as rent for 6/30/83 26,500.00 per month until 18,500.00 per month until 6/30/84 6/30/86 22,500.00 per month until 6/30/85

Rent for any period during the term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof \$ None as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. If the monthly rent shall, from time to time, increase during the term of this Lease, Lessee shall thereupon deposit with Lessor additional security deposit so that the amount of security deposit held by Lessor shall at all times bear the same proportion to current rent as the original security deposit bears to the original monthly rent set forth in paragraph 4 hereof. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the Premises. No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

6. Use.

6.1 Use. The Premises shall be used and occupied only for Warehouse, manufacturing, retail store and office space or any other use which is reasonably comparable and for no other purpose.

6.2 Compliance with Law.

(a) Lessor warrants to Lessee that the Premises, in its state existing on the date that the Lease term commences, but without regard to the use for which Lessee will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease term commencement date. In the event it is determined that this warranty has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any such violation. In the event Lessee does not give to Lessor written notice of the violation of this warranty within six months from the date that the Lease term commences, the correction of same shall be the obligation of the Lessee at Lessee's sole cost. The warranty contained in this paragraph 6.2 (a) shall be of no force or effect if, prior to the date of this Lease, Lessee was the owner or occupant of the Premises, and, in such event, Lessee shall correct any such violation at Lessee's sole cost.

(b) Except as provided in paragraph 6.2(a), Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance or, if there shall be more than one tenant in the building containing the Premises, shall tend to disturb such other tenants.

6.3 Condition of Premises.

(a) Lessor shall deliver the Premises to Lessee clean and free of debris on Lease commencement date (unless Lessee is already in possession) and Lessor further warrants to Lessee that the Premises shall be in good condition and ready for occupancy at the time of delivery.



SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 20th day of July, 19 60,

VISTA PAINT CORPORATION

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal of
the State of California this day of

July 27, 1999



Bill Jones

Secretary of State